

1 BILL NO. S_81-12-39

2 SPECIAL ORDINANCE NO. S- 02-82

3
4 AN ORDINANCE approving an Agreement with
5 James Associates Architects, for construc-
6 tion of a sanitary sewer.

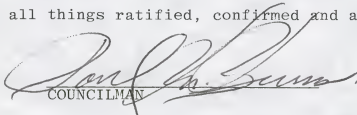
7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
8 WAYNE, INDIANA:

9 SECTION 1. That the Agreement dated December 2, 1981,
10 between the City of Fort Wayne, by and through its Mayor and the
11 Board of Public Works and James Associates Architects, for:

12 SANITARY SEWER

13 Golden Years Homestead, Inc., Retirement
14 Villiage, Phase 1B. The developer desires
15 to construct a sanitary sewer by tying into an
16 existing sanitary manhole which is located 234
feet east of a monhole in Kennedy Drive, and then
progressing north with an 8 inch sewer to a new
manhole approximately 176 feet north of the
existing sanitary manhole,

17
18 of which the developer shall pay the entire cost and expense of the
19 construction of said sewer, all as more particularly set forth
20 in said agreement which is on file in the Office of the Board of
21 Public Works and is by reference incorporated herein, made a part
22 hereof and is hereby in all things ratified, confirmed and approved.

23
24 
25 COUNCILMAN

26 APPROVED AS TO FORM AND
27 LEGALITY DECEMBER 18, 1981

28
29 
30 BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by _____, seconded by _____, and duly adopted, read the second time by title and referred to the Committee _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____.M., E.S.T.

DATE: _____

CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~lost~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BRADBURY</u>	<u>X</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 1-12-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. 2-02-82 on the 12th day of January, 1982.
ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of January, 1982, at the hour of 11:30 o'clock A..M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 14th day of January, 1982, at the hour of 3 o'clock P..M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

Read the first time in full and on motion by Burns, seconded by Alper, and duly adopted read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, at _____ o'clock _____ M., E.S.T.

DATE: 12-22-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by _____, seconded by _____, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____	_____
<u>BURNS</u>	_____	_____	_____	_____	_____
<u>EISBART</u>	_____	_____	_____	_____	_____
<u>GiaQUINTA</u>	_____	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	_____	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	_____	_____	_____	_____	_____
<u>SCHOMBURG</u>	_____	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	_____	_____

DATE: _____

CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. _____ on the _____ day of _____, 19____.

ATTEST: (SEAL)

CHARLES W. WESTERMAN - CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 19____, at the hour of _____ o'clock _____ M., E.S.T.

CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this _____ day of 19____, at the hour of _____ o'clock _____ M., E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-12-39

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving an Agreement with James Associates
Architects, for construction of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

Paul M. Burns

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

Ben A. Eisbart

SAMUEL J. TALARICO

Samuel J. Talarico

ROY J. SCHOMBURG

Roy J. Schomburg

1-12-82
CONCURRED IN
DATE 1-12-82 CHARLES W. STERN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

December 14, 1981

The Common Council
Fort Wayne, Indiana

SUBJECT: WATER CONTRACT 81-XP-3, WASHINGTON CENTER ROAD AREA

Gentlemen and Mrs. Schmidt:

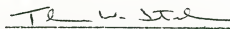
Contract for Water Main Resolution 81-XP-3 has been awarded to Lengacher Construction Company, Inc. It has been found necessary to provide needed fire protection to service the Edgewood Industrial Area. This will be installed on Washington Center Road from an existing 24" Water Main 1075+ feet West of S. R. 3 Westward 2565+ feet to an existing 16" Water Main.


The lowest bid was submitted by Lengacher Construction Company, Inc., in the amount of \$59,930.00. The bid was complete and in order and was recommended by the Engineers in the Water Engineering Department.

The Board of Works respectfully request a "Prior Approval" to take advantage of the good construction weather and to provide fire protection for the new facility at the earliest date. Special Ordinance for formal approval will be submitted the the near future.


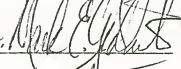


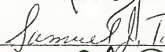
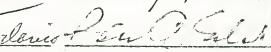
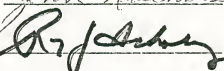
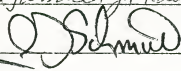
Yours truly,

BOARD OF PUBLIC WORKS


Thomas W. Latchem, Chairman
Board of Public Works


Win Moses, Jr., Mayor
City of Fort Wayne

Approved:

Attest:


Charles Westerman, City Clerk

Aug.
Council 12/22/81

11-154-7 (7.1)
12/2/81

Waysville Rd.
Kennedy Dr.
Long Rd
aka

AGREEMENT FOR SEWER EXTENSION

(THIS AGREEMENT, made in triplicate this 2nd day of December, 1981, by and between GOLDEN YEARS HOMESTEAD, INC., hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer by tying into an existing sanitary manhole which is located 234 feet east of a manhole in Kennedy Drive, and then progressing north with an 8 inch sewer to a new manhole approximately 176 feet north of the existing sanitary manhole in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Engineer of the Water Pollution Control Utilities of the City and known as GOLDEN YEARS HOMESTEAD, INC. RETIREMENT VILLAGE, PHASE 1B, as drawn by James Associates, Architects, Engineers under their Commission Number 8456, dated September 7, 1981, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve land in which the Developer has an interest.

WHEREAS, the cost of construction of said sewer is represented to be Four Thousand Three Hundred Forty-four Dollars (\$4,344.00).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City under private contract to be

let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be non-compliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will serve the following described real estate:

A parcel of land located in the Southwest One-Quarter of Section 26, Township 31 North, Range 13 East, and in the Northwest One-Quarter of Section 35, Township 31 North, Range 13 East, Allen County, Indiana more particularly described as follows, to-wit: Beginning at the Southeast corner of the Southwest One-Quarter of Section 26 also being the Northeast corner of the Northwest One-Quarter of Section 35, Township 31 North, Range 13 East, Allen County, Indiana as marked by a bolt; thence North along the East line of the Southwest One-Quarter of said Section 26 a distance of 459.32 feet (actual), 460.0 feet (deed) to a p.k. nail on the centerline of Maysville Road; thence by a deflection left of 121°-39' along the centerline of Maysville Road as now established a distance of 599.3 feet (actual), 604.5 feet (deed); thence continuing along said centerline on a curve to the right having a deflection of 5°-39' (deed) a distance of 176.82 feet to a p.k. nail on the extension of the East right-of-way line of Kennedy Drive; thence South along said East right-of-way line of Kennedy Drive a distance of 56.6 feet to an iron pin on the intersection with the North line of the Northwest One-Quarter of Section 35; thence continuing South along said East right-of-way line a distance of 357.4 feet to an iron pin; thence by a deflection left of 89°-04'-40" a distance of 670.50 feet (actual) 671.0 feet (deed) to an iron pin on the East line of the Northwest One-Quarter of Section 35; thence North by a deflection left of 90°-56'-40" along said East line of the Northwest One-Quarter a distance of 357.4 feet to the Point of Beginning, containing 9.32 acres of land more or less and subject to public roadway easement over the Northerly 25.0 feet for Maysville Road and the East 64.0 feet for Long Road

P L U S

Part of the East half of the Northwest Quarter of Section 35, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northeast corner of the Northwest quarter of Section 35, Township 31 North, Range 13 East; thence South 00 degrees 00 minutes 00 seconds East (assumed) along the East line of the Northwest quarter of said Section 35 a distance of 357.40 feet to the point of beginning; thence continuing along the East line of the Northwest quarter of said Section 35 a distance of 87.89 feet; thence South 89 degrees 04 minutes 43 seconds West a distance of 670.52 feet to a point on the East boundary of Theodore Goeglein Subdivision, Section A, a subdivision in the aforementioned Section, Township and Range; thence North 00 degrees 01 minutes 15 seconds East along the said East line a distance of 110.00 feet to the Southwest corner of a 4.06 acre tract of land conveyed to Golden Years Homestead, Inc., by warranty deed dated November 20, 1967, and recorded in deed record 700, page 131, office of the Recorder; thence South 89 degrees 01 minutes 16 seconds East along the South line of the said Golden Years tract a distance of 350 feet to the Southwest corner of a 5.26 acre tract of land conveyed to Golden Years Homestead, Inc., by warranty deed dated April 26, 1971, and recorded as Document No. 71-14931 in the office of Recorder; thence South 89 degrees 01 minutes 16 seconds East along the South line of said tract a distance of 320.5 feet (321 deed) to the point of beginning, containing 1.52 acres more or less and subject to all easements of record and subject to a road right-of-way for Long Road over the Easterly portion thereof, said right-of-way being more particularly described as follows: Commencing at the Northeast corner of the Northwest quarter of Section 35, Township 31 North, Range 13 East; thence South 00 degrees 00 minutes 00 seconds East along the East line of the Northwest quarter of said Section 35 a distance of 357.40 feet to the point of beginning; thence continuing South 00 degrees 00 minutes 00 seconds East along said East line a distance of 87.89 feet; thence South 89 degrees 05 minutes 22 seconds West a distance of 60.41 feet; thence North 06 degrees 53 minutes 32 seconds West a distance of 29.91 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 60.25 feet; thence South 89 degrees 01 minutes 16 seconds East a distance of 64.0 feet to the point of beginning containing 0.13 acres more or less.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in inspection fees and monthly sewage treatment charges as are customarily charged by the City for connection to City sewer mains and treatment of sewage therefrom.

An area connection charge of Seven Hundred Dollars (\$700.00) per acre must be paid to City at the time of connection. This area connection charge represents the oversizing cost expended by City for sewer lines pertaining to North Maumee Interceptor Sewer Phase I and II - Resolution No. 290-77 and Resolution No. 330-80.

4. BOND.

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

5. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

6. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION.

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the Developer, his successors and assigns by any grantee, vendee or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

7. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this

Agreement the day and year first above written.

GOLDEN YEARS HOMESTEAD, INC.

BY: Thomas G. Garman
Thomas G. Garman, Administrator

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

BY: Thomas W. Latchem
Thomas W. Latchem, Chairman

BY: Roberta Anderson-Staten
Roberta Anderson-Staten, Member

BY: Betty R. Collins
Betty R. Collins, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY

Richard O. Hoffer
Associate City Attorney

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS G. GARMAN, who acknowledged the execution of the foregoing Agreement For Sewer Extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 20th day of November, 1981.

My Commission Expires:
September 21, 1985

Paul J. Sauerteig
Paul J. Sauerteig, Notary Public
Resident: Allen County, Indiana

This instrument prepared by:

PAUL J. SAUERTEIG
222 Utility Building
Fort Wayne, IN 46802

In accordance with form of instrument prepared by C. Duane Embury, P.E.,
Chief Water Pollution Control Engineer.

PAUL J. SAUERTEIG

ATTORNEY AT LAW

RECEIVED

SUITE 222 UTILITY BUILDING
FORT WAYNE, INDIANA 46802
(219) 426-2244

NOV 20 1981

Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

November 20, 1981

16
Ms. Sandra E. Kennedy, Clerk
Board of Works
City of Fort Wayne
City-County Building
Fort Wayne, IN 46802

Dear Ms. Kennedy:

Richard I. Snouffer, Esq., Associate City Attorney, has reviewed the form of Agreement for Sewer Extension with Golden Years Homestead, Inc., having suggested the elimination of reference to the Burns Indiana Statute in paragraph 6 and the elimination of paragraph 7, Governing Statute. You have given me the names of the current members of the Board of Works and they are included in the execution form.

Mr. Snouffer suggested that I file this Agreement with you, now submitting that Agreement in triplicate. He indicated that the Agreement could be presented to the next meeting of the Board, which is on Monday, November 23rd.

If you have any questions concerning this, please let me know.

Very truly yours,


Paul J. Sauerteig

PJS:p
enclosures

TITLE OF ORDINANCE Agreement for Sewer Extension - Golden Years Homestead, Inc. Retirement

Village, Phase 1B

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-81-12-39

SYNOPSIS OF ORDINANCE SEWER IMPROVEMENT AGREEMENT FOR SEWER EXTENSION - GOLDEN YEARS

HOMESTEAD, INC. RETIREMENT VILLAGE, PHASE 1B. THE DEVELOPER DESIRES TO CONSTRUCT A

SANITARY SEWER BY TYING INTO AN EXISTING SANITARY MANHOLE WHICH IS LOCATED 234 FEET EAST

OF A MANHOLE IN KENNEDY DRIVE, AND THEN PROGRESSING NORTH WITH AN 8 INCH SEWER TO A NEW

MANHOLE APPROXIMATELY 176 FEET NORTH OF THE EXISTING SANITARY MANHOLE. JAMES ASSOCIATES

, ARCHITECTS.

EFFECT OF PASSAGE CONSTRUCTION OF A SEWER EXTENSION FOR THE GOLDEN YEARS HOMESTEAD, INC.

RETIREMENT VILLAGE, PHASE 1B.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED PROJECT CANNOT BE POSSIBLE.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$4,344.00 TO BE PAID ENTIRELY BY THE
DEVELOPER

ASSIGNED TO COMMITTEE